



BellSouth Telecommunications, Inc.  
333 Commerce Street  
Suite 2101  
Nashville, TN 37201-3300

guy.hicks@bellsouth.com

VIA HAND DELIVERY

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February 19, 2003

TN REGULATORY AUTHORITY  
DOCKET ROOM

Guy M. Hicks  
General Counsel

615 214 6301  
Fax 615 214 7406

Hon. Sara Kyle, Chairman  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37238

Re: *Petition to Suspend BellSouth "Welcoming Reward" Tariff and Open a  
Contested Case Proceeding*  
Docket No. 03-00060

Dear Chairman Kyle:

Enclosed are fifteen copies of a revised tariff for BellSouth's *Welcoming Reward* program. The last sentence of paragraph 6 of A.13.90.27 has been revised, consistent with the Authority's written Order of February 14, 2003. The revised tariff language states that "No termination liability shall be due from any customer who cancels the contract after 90 days." BellSouth is submitting this revised tariff in accordance with its statements during the Agenda Conference on February 18.

As also discussed yesterday during the Authority's Agenda Conference, on Friday, February 21, 2003, BellSouth will either present a proposal addressing the concerns expressed by parties during the conference agenda or will take other action, by that date, which may include cancellation of the program in Tennessee on a going-forward basis.

As a courtesy, a copy of this letter is being provided to Mr. Henry Walker and Mr. Joe Shirley, and we will also provide a copy of our Friday filing to Messrs Walker and Shirley.

Very truly yours,

Guy M. Hicks

GMH:ch

EFFECTIVE: February 3, 2003

## A13. MISCELLANEOUS SERVICE ARRANGEMENTS

### A13.90 Business Programs

#### A13.90.27 2003 Welcoming Reward Program

##### A. Rules and Regulations

Beginning February 3, 2003, and continuing until May 2, 2003, qualifying business customers with locations in Rate Group 5 may enroll in this Program, which offers rewards on the subscriber's bill described below, by signing a 12-month contract.

1. In order to qualify for the 2003 Welcoming Reward Program new BellSouth business customers must be located in Rate Group 5 and have aggregate annual billing, per state of BellSouth services, not exceeding \$36,000 at the time of enrollment.
2. Qualifying Program participants must sign a 12-month term contract to receive the rewards that are detailed in B. following, Reward Schedule.
3. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.
4. To participate in this Program, qualifying customers must sign a 12-month contract between February 3, 2003, and May 2, 2003. Following this period, no subscribers may enroll in this Program. This Program is available for resale for the duration of this enrollment period. Following the expiration of this enrollment period, no new customers may enroll in the Program, but any contract established under this Program between BellSouth and its customers would continue to be available for resale for the remaining term of the existing contract. Aside from these resale situations, a customer may not assign its rights under any contract signed pursuant to this Program to another customer or to any other third party.
5. Subscribers with multi-locations that are BTN'd or CLUB billed may have all locations participate as long as all the locations qualify and the locations do not have any service with BellSouth as the local service provider.
6. Should a participating customer terminate a contract signed under this Program without cause, the customer must pay BellSouth a termination liability as specified in BellSouth's Tariff A2.4.10.E and B2.4.9.A.4. In addition to this charge, tariffed termination charges for individual services will be applied, if applicable. Payment of the termination charge does not release the customer from other previous amounts owed to BellSouth. No termination liability shall be due from any customer who cancels the contract after ninety days.
7. Customers with Volume and Term Contract Service Arrangements (CSAs) are not eligible for this Program.
8. BellSouth reserves the right to terminate this program at any time; provided, however, that Subscribers participating in the program will continue to receive this promotion for the remaining term of their term election agreement.
9. Subscribers who are participating in the Welcoming Reward program are not eligible to participate in any of the following term plans or programs: Volume and Term Agreements CSAs, Product Level CSAs, Complete Choice for Business Term Plan, Welcome Back Win Back, Full Circle, Advantage Plus, Medallion Plus, Solution Plus, Hunting Program, or any Key Customer Program (where available).
10. Subscribers may participate concurrently with the Simple Solutions Program.

##### B. Reward Schedule

Eligible Lines	Reward
2+ Lines Per Location	\$100 Per Line

1. \$100 per new line/per location at time BellSouth becomes local service provider. Lines include 1FB and line equivalents.
2. The reward will appear as a one-time credit in the OC&C section of the Subscriber's bill in a subsequent billing period usually within one to two billing cycles.
3. New lines added to the account or location during the promotional period or term agreement period are not eligible for the \$100.



### BellSouth 2003 Welcoming Reward Program Subscriber Election Agreement- Tennessee

The undersigned Subscriber desires to participate in the BellSouth 2003 Welcoming Reward Program (the "Program"), and agrees to the following:

1. Subscriber is a new BellSouth Telecommunications, Inc. ("BellSouth") business services subscriber and establishes BellSouth as its local service provider with 2 or more business lines per location. Subscriber must be located in Rate Group 5 in Tennessee. Subscriber agrees to keep local services with BellSouth under its General Subscriber Services Tariff (G.S.S.T.) for a minimum of 12 months from the enrollment date in the Program. Participation in the Program begins on the date the term election agreement is signed and returned to BellSouth (unless not accepted or voided by BellSouth). Depending on the Subscriber's billing cycle, the term may begin in the current month or the month following, or the billing cycle that BellSouth completes the Subscriber's term election agreement. Subscriber will earn for each such line added with the initial order a reward in an amount equal to \$100 times the number of local exchange service lines subscribed to BellSouth at each location.

2. Subscriber agrees to the following reward with a 12-month term election agreement:

Eligible Lines	Reward
2+ lines per location	\$100 per line per location

3. The applied reward for any given month will appear as a credit in the Other Charges and Credits (OC&C) section of the Subscriber's bill in a subsequent billing period, usually within two or three billing cycles. New lines added to the account or location during the Promotional period or Term agreement, are not eligible for the \$100 per line reward.

4. Should Subscriber terminate this election without cause, Subscriber shall pay BellSouth a termination liability equal to the lesser of: (1) the total of rewards received during the previous twelve (12) months of service or (2) six percent (6%) of the total election amount; provided however that no termination liability shall be due from any customer who cancels the contract after ninety (90) days. Should the Subscriber elect to terminate this agreement prior to the expiration date without cause, the actual termination charge will be calculated based on information available at the time of termination. Based on the information available at the start of this contract, at the end of the first six (6) months of the contract period and for each six (6) month period thereafter, the estimated amount of the termination liability charge will be an amount not to exceed \$ \_\_\_\_\_. In any event, the estimated termination liability charge will not exceed this amount. Should the Subscriber elect to terminate this contract prior to the expiration date without cause, the actual termination charge will be calculated as described above and based on information available at the time of termination. The same termination provisions will apply to all underlying services.

5. In the event Subscriber changes service locations for business local service, Subscriber shall notify its BellSouth Small Business Office to advise of the change in service location.

6. In the event Subscriber is switched without authorization by another carrier for business local service, Subscriber must call its BellSouth Small Business Office to continue the Program once the improperly switched account has been returned to BellSouth.

7. Applicable taxes and fees will be based on the full tariff price of all products and services, and no taxes or fees will be added to the amount of any reward under this program.

8. This Election is subject to and controlled by the provisions of BellSouth's lawfully filed tariffs, including any changes therein as may be made from time to time.

SUBSCRIBER: \_\_\_\_\_  
(Business Name)

\_\_\_\_\_  
(Business Address)

By: \_\_\_\_\_  
(Signature)

\_\_\_\_\_  
City/State

\_\_\_\_\_  
Print Name

\_\_\_\_\_  
(Business Telephone Number)

\_\_\_\_\_  
Title

\_\_\_\_\_  
(Additional Business Telephone Number(s))

\_\_\_\_\_  
Date

\_\_\_\_\_  
Email Address (optional)

Version 121902

Seller Name \_\_\_\_\_

CUID \_\_\_\_\_

Telephone # for Questions \_\_\_\_\_